

PTO/SB/08 (01-00)

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STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Link, et al.Application No./Patent No.: 10/807,528 Filed/Issue Date: June 27, 2003Entitled: METHOD FOR OBTAINING DYNAMIC INFORMED CONSENT

Kenneth Keith is an individual
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☐ the assignee of the entire right, title, and interest; or
2. ☒ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is 33.3 %)

In the patent application/patent identified above by virtue of either:

☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows.

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Kenneth Keith
Signature
Kenneth Keith
Printed or Typed Name

5/24/08
Date
510-222-0200
Telephone Number

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 36 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1460, Alexandria, VA 22313-1460. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1460, Alexandria, VA 22313-1460.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this . day of September, 2005, by and between Ronald J. Link, hereinafter referred to as the "Seller" and Arthur Epstein, Richard P. Ford and Kenneth M. Keith, hereinafter collectively referred to as the "Purchaser";

WITNESSETH:

WHEREAS, the Seller is the record owner and holder of twenty-five (25%) the issued and outstanding shares, hereinafter, the "Stock", of the capital stock of Applied Surgical Data Corporation, hereinafter referred to as the "Corporation", a New York corporation, which Corporation has issued capital stock of 100 shares of NO par value common stock, and together with and a one-third interest in a certain pending patent filed jointly with Arthur Epstein and Kenneth Keith, same being currently pending in the United States Patent and Trademark Office under application number 10/607,526, hereinafter the "Patent Interest", such Stock and Patent Interest, hereafter, being referred to as the "Purchased Assets".

WHEREAS, the Purchaser desires to acquire the Purchased Assets and the Seller desires to sell or cause to be sold all of the Purchased Assets, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Purchased Assets aforementioned, it is hereby agreed as follows:

ARTICLE I

ACQUISITION OF PURCHASED SHARES

Sale of Purchased Shares. Buyer shall purchase and Seller shall sell the Purchased Shares for a price as set forth below the receipt of which is hereby acknowledged, (hereinafter referred to as the "Purchase Price"), subject to the terms of this Agreement.

Delivery of Certificate by Seller. The transfer of the Purchased Shares by Seller shall be effected by the ownership transfer on the books of the Corporation which is hereby authorized by Seller.

ARTICLE II

ACQUISITION OF PATENT INTEREST

Sale of Patent Interest. Seller hereby waives all of his right title and interest, now and forever, to patent filed jointly with Arthur Epstein and Kenneth Keith, same being currently pending in the United States Patent and Trademark Office under application number 10/607,526, and transfers same to Purchasers.

**ARTICLE II
PURCHASE PRICE**

Purchase Price. The purchase price to be paid by Purchaser is Two Thousand and 00/100ths (\$2,000.00) Dollars, payable upon the execution of this agreement.

**ARTICLE IV
INDEMNIFICATION AND NON DISCLOSURE**

Scope of Indemnification of Seller. Seller, without limitation or reservation, shall be entitled to indemnification from Buyers, jointly and severally, for any loss, damage or expense (including reasonable attorney's fees and other out-of-pocket expenses) ("Indemnified Losses") arising out of:

(a) Claims by third parties for any and all acts or failures to act of the Corporation from it's date of formation until such date as it shall be dissolved;

(b) Any breach by Corporation or Buying Shareholders of this agreement.

For purposes of this Article, the term "Buyer" shall mean and refer to those individuals, as herein before defined as jointly constituting Buyer.

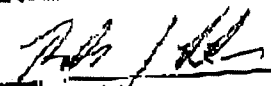
**ARTICLE X
MISCELLANEOUS**

Entire Agreement. This Agreement contains the entire understanding of the parties related to the subject matter of this Agreement and it shall not be amended or modified in any way except by subsequent agreement executed in writing.


Construction. This Agreement shall construed and enforced in accordance with the laws of the State of New York.

Execution of Additional Documents. The parties agree to execute such additional documents as may be necessary to implement the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the date first written.



Ronald J. Linn



Arthur Epstein



Richard P. Fort



Kenneth M. Keith